

Doc. #5068
ADOPTED 6/30/88

MEMORANDUM OF UNDERSTANDING
TO ENSURE CITIZEN PARTICIPATION
BY AND BETWEEN
BOSTON REDEVELOPMENT AUTHORITY
AND
PRUDENTIAL PROJECT ADVISORY COMMITTEE

A G R E E M E N T

This Agreement, made this day of , 1988, by and between the BOSTON REDEVELOPMENT AUTHORITY ("Authority") a public body, politic, and corporate, organized and existing pursuant to the provisions of Chapter 121B of the General Laws of the Commonwealth of Massachusetts, and the PRUDENTIAL PROJECT ADVISORY COMMITTEE ("PruPAC"), a non-profit, civic corporation organized and existing under the laws of the Commonwealth of Massachusetts.

WHEREAS, the Prudential Company ("Developer") has proposed a project on land bounded by Boylston Street, Exeter Street, Huntington Avenue, Belvidere Street, and Dalton Street (the Developer's proposal and any other proposal submitted by the Developer to develop this land is hereafter referred to as the "Project");

WHEREAS, in September of 1986 the Mayor of the City established PruPAC as a 22 member organization representing a broad base of community, business and civic interests to formulate guidelines ("Guidelines") to guide the redevelopment of the Project;

WHEREAS, on May 3, 1988, PruPAC adopted Guidelines for redevelopment of the Prudential Center, and transmitted these Guidelines to the Mayor;

WHEREAS, the Guidelines request that the Authority enter into an agreement with PruPAC in order to ensure the continuation of an orderly citizen review process for the Project;

WHEREAS, it is desirable to encourage the existence of true communities and to give the citizens of those communities a major role in the further planning of development of the Project;

WHEREAS, the Authority and PruPAC have expressed their mutual desire to cooperate with one another in the preparation and implementation of future plans and development of the Project;

WHEREAS, the Authority accepts the Guidelines as the standard against which the Project and its potential impacts shall be evaluated;

WHEREAS, the Authority will rely on PruPAC to provide advice on Project plans and plans for the Huntington Avenue/Prudential Center Special Study Area ("Study Area"), as defined in Article 27D, Section 18 of the Boston Zoning Code, with respect to the visual characteristics of the Project, the adjacent structures and maintenance of existing groundwater levels, the effects of the Project on traffic, parking, housing, public transportation, wind, shadows, groundwater levels, and general quality of life, the methods of minimizing disruption during construction, proposed uses, and the planning policies, development controls, and design guidelines tailored to the Study Area;

WHEREAS, the Authority seeks general agreement as to the desirability, impact and design of the Project; and

WHEREAS, the Authority and PruPAC are desirous of establishing the terms upon which the Authority and the PruPAC will carry out their responsibilities;

NOW, THEREFORE, in mutual consideration of the covenants herein contained, the Authority and PruPAC agree to cooperate fully and to participate actively in all stages in planning for the development, and without limiting the generality of the foregoing, the parties agree more particularly as follows:

I. SCOPE OF SERVICES

PruPAC, in keeping with the objectives stated above, shall perform the following services:

A. PruPAC agrees to hold meetings in order to develop recommendations for Project planning. PruPAC agrees to make reasonable efforts to furnish the Authority with agendas in advance of the meetings. Such meetings may, in PruPAC's discretion, be with or without representation by the Authority, the Developer, or guests.

B. PruPAC agrees to maintain minutes of its meetings concerning the Project and to make these minutes available to the Authority and, through the Authority, to the public upon request.

C. PruPAC agrees to communicate regularly with the Authority in order that the Authority may accurately assess its relationship with the community and respond to the needs expressed.

D. PruPAC shall submit to the Authority reports on the status of PruPAC deliberations.

E. The Authority and PruPAC acknowledge that PruPAC is comprised of a broad base of community, civic, and business groups. Neither the Authority nor PruPAC shall take any action to cause the essential character or representative nature of the present membership of PruPAC to be altered. PruPAC shall not be responsible for the voluntary withdrawal of any member of PruPAC or for the failure of any member of PruPAC to participate in any PruPAC activities, and no such withdrawal or failure shall constitute a default under this agreement.

II. DISCLAIMER OF AGENCY

A. It is understood and agreed that neither PruPAC nor any personnel engaged under this agreement are employees, agents or servants of the Authority.

III. COMMUNICATION OF INFORMATION

A. The Authority agrees to meet with PruPAC upon the request of PruPAC to advise and inform PruPAC as to status of planning and development for the Project and the Study Area.

B. The Authority agrees to promptly provide PruPAC open and free access to all planning data, studies, surveys, reports, contracts, plans, proposals, specifications, applications, and related information prepared by, submitted to, or available to the Authority except where the furnishing of such information would violate in the written opinion of the Counsel of the Authority any legally recognized right to privacy. PruPAC shall have direct access on a reasonable basis to all data, models, and other relevant materials used by any contractor retained by the Authority or the Developer to perform studies of the Project.

C. The Authority shall provide PruPAC with reasonable amounts of Authority staff services in such fields as legal, financial, engineering, architecture, city planning, and other fields in which the Authority's personnel are qualified. Authority staff shall assist PruPAC in analyzing studies of the Project prepared by or for the Developer or Authority.

D. The Authority shall submit to PruPAC any Board memoranda, change order, proposed amendment to the Chapter 121A Agreement, or other significant item related to the Project not less than ten (10) calendar days prior to submission to the Authority's Board and shall notify PruPAC of the Board action on any such item by the end of business the following day.

E. In the event that PruPAC determines that a recommendation related to the Project which is to be submitted to the Authority's Board is not in conformance with the Guidelines, it shall so notify the Authority staff in writing. After such notification the Authority staff and PruPAC shall make all

reasonable efforts to reach agreement on the conformance of the recommendation with the Guidelines. If agreement has not been reached prior to the scheduled Authority Board meeting at which the recommendation was to be submitted, upon request by PruPAC, Authority staff shall withdraw the recommendation until the next scheduled Authority Board meeting. If agreement has not been reached prior to this next scheduled Authority Board meeting, Authority staff shall notify PruPAC in writing setting forth the particular reasons for its recommendation, such consideration shall include but not be limited to reasons why the Authority staff does not consider its recommendation to be in non-conformance with the Guidelines. Authority staff shall include in the Board memorandum the particular reasons for its recommendation, as well as any recommendation made by PruPAC. PruPAC shall have the right to state its position to the Authority's Board at that meeting.

F. The Authority shall notify PruPAC of any proposed changes in zoning or use of any land or building within the Project and the Study Area that the Authority proposes not less than thirty (30) calendar days prior to submission of such change proposal to the Authority Board.

G. The Authority shall notify PruPAC of any proposed change in zoning or use of any land or building or appeal for zoning relief from the zoning code within the Project and the Study Area by a property owner or other applicant immediately upon receipt of such application for change by the Authority and shall notify PruPAC of any approval which the Authority proposes on such application not less than thirty (30) calendar days prior to submission of such proposal for approval to the Authority Board. If, however, the Board of Appeal schedules a hearing for zoning relief such that the thirty (30) day notice cannot be provided prior to the scheduled hearing, Authority staff will make best efforts to notify PruPAC of any proposed recommendation for approval in a timely manner.

IV. MUTUAL COOPERATION IN PLANNING AND IMPLEMENTATION OF PROJECT AREA

A. The Authority and PruPAC mutually agree that PruPAC shall be permitted in an advisory capacity to participate actively in all stages of further planning of the Project and to continuously review the implementation of those plans until construction of the Project is completed.

B. The Authority shall require the submission to the Authority of a Project Notification Form by the developer as required under Article 31 of the Boston Zoning Code. Prior to the issuance of the Authority's Scoping Determination, Preliminary Adequacy Determination, and Final Adequacy Determination pursuant to Article 31, PruPAC will be afforded the opportunity to make its recommendations on these Determinations

to the Authority.

C. The Authority shall require the submission to the Authority by the developer of a broadly scoped Environmental Impact Report which is consistent with the requirements of M.G.L.c. 30, S62-62H and shall communicate this requirement to the Massachusetts Secretary of Environmental Affairs. PruPAC will be afforded the opportunity to review and comment on the Report.

D. In the event that the Authority recommends to the Mayor, the Zoning Commission or the Board of Appeal that the Project be approved, and if such recommendation has been made by the Authority with the support of PruPAC and such support has been made known to the approving body, the Authority shall not thereafter approve changes in the Project which affect said approvals without affording PruPAC an opportunity to advise on such changes in accordance with the procedure set forth in this agreement.

E. If and whenever PruPAC deems desirable, the Director of the Authority will assist PruPAC in obtaining direct access to the Board of the Authority and to the Mayor of the City.

F. If PruPAC determines the need for additional staff support or expenditure of funds for professional services to conduct further review or study as may be required for PruPAC to formulate its recommendations, PruPAC shall submit its proposal to the Mayor's Office of Neighborhood Services. Upon a favorable recommendation by the Mayor's Office of Neighborhood Services, the Authority shall entertain PruPAC's requests for professional services. It is anticipated that requests for professional services beyond Authority staff services shall not exceed \$25,000 per year, which amount may be increased by mutual consent of PruPAC and the Authority if so required for PruPAC to completely formulate its recommendation.

V. MISCELLANEOUS

A. The terms and provisions of this Agreement shall not abrogate, limit, nor conflict with the power and/or responsibilities of the Authority as established in accordance with applicable law.

VI. TERM OF AGREEMENT

The parties hereby agree that this Agreement shall remain in force until construction of the Project is completed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed under seal as of the date first above written.

BOSTON REDEVELOPMENT AUTHORITY

By _____

PRUPAC

By _____

On April 19, 1968, the Prudential Company unveiled plans for the redevelopment of the Prudential Center. The response to the plan was a community review process which would make the purpose of the plan clear to the public and would also provide an opportunity for the public to express its views on the plan. The Prudential Company has asked the Prudential Center Redevelopment Authority (PRUPAC) to advise the plan to the redevelopment of the Center. PRUPAC consists of the members of the Board of Directors and the members of the Board of Directors.

Very truly yours,
[Signature]
[Name]
[Title]
[Address]
[City]
[State]
[Zip]

M E M O R A N D U M

June 30, 1988

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: WILLIAM D. WHITNEY, ACTING ASSISTANT DIRECTOR FOR
URBAN DESIGN AND DEVELOPMENT
VICTOR KAREN, PROJECT MANAGER
DAVID ROBERTS, ASSISTANT PROJECT MANAGER

SUBJECT: PRUDENTIAL CENTER REDEVELOPMENT

EXECUTIVE

SUMMARY: THIS MEMORANDUM TRANSMITS GUIDELINES RECENTLY ADOPTED BY THE PRUDENTIAL PROJECT ADVISORY COMMITTEE (PRUPAC) FOR THE REDEVELOPMENT OF THE PRUDENTIAL CENTER, REQUESTS AUTHORIZATION FOR THE AUTHORITY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH PRUPAC TO ENSURE CONTINUING CITIZEN INPUT IN THE REVIEW OF THE REDEVELOPMENT, AND TRANSMITS THE PROJECT NOTIFICATION FORM SUBMITTED BY THE PRUDENTIAL PROPERTY COMPANY ON JUNE 28, 1988.

In 1985 the Prudential Company unveiled plans for the redevelopment of the Prudential Center. In response to the need for a community review process which would guide the proponents in revising their plans in a manner acceptable to surrounding neighborhoods and businesses, Mayor Flynn formed the Prudential Project Advisory Committee (PruPAC) to advise the city in the redevelopment of the Center. PruPAC consists of the following 22 member organizations representing a broad base of community, business and civic interests:

Bay Village Neighborhood Association
Beacon Hill Civic Association
Claremont Neighborhood Association
Ellis Neighborhood Association
Fenway Community Development Corporation
Fenway Civic Association
Kenmore Area Action Council
Neighborhood Association of the Back Bay
Pilot Block Neighborhood Association
Prudential Apartments Association
St. Botolph Citizens' Committee
Symphony United Neighbors
Greater Boston Chamber of Commerce
Greater Boston Labor Council, AFL-CIO
Back Bay Association
Boylston Street Association
Boston Society of Architects

League of Women Voters
Boston City Councillor -- 8th District
Boston Edison Company
Massachusetts Convention Center Authority
Massachusetts State Representative -- 8th Suffolk District

PruPAC was mandated to formulate a set of guidelines for the redevelopment of the Prudential Center. In the course of meetings over the past two years, PruPAC has identified and come to consensus on various aspects of redevelopment and has developed a shared vision for a new Prudential Center. On May 3, 1988, PruPAC completed work on the guidelines and voted their adoption by the affirmative vote of 21 of the 22 members. On June 1, 1988, PruPAC formally transmitted the guidelines to the Mayor.

The guidelines outline PruPAC's concerns around five issues: urban design, land use, transportation, public safety, and policy. A copy of the guidelines is attached for your consideration.

PruPAC's adoption of the guidelines represents the community's readiness to move forward with the Prudential Company into the next phase of the redevelopment process and attendant citizen review.

The next phase of this process commenced on June 28, 1988 with the Prudential Property Company's submission to the Authority of a Project Notification Form (PNF), which is attached for your information. The PNF contemplates a total addition of 1,548,000 square feet of mixed-use development to the 4,264,000 square feet presently at the Center. This submission represents a substantial reduction from the 1985 plan, with only one building proposed above 155' in height. Continuing community concerns will be addressed through the Article 31 process.

The guidelines request that the Authority enter into an agreement with PruPAC specifying PruPAC's continuing role in the process. Under the terms of this agreement, the Authority would accept PruPAC's guidelines as a standard against which the Prudential Center Redevelopment plan and its potential impacts are to be evaluated. Accordingly, to ensure the continuation of an orderly citizen review of the Prudential Center redevelopment, authorization is requested for the Director to enter into a memorandum of understanding with the Prudential Project Advisory Committee substantially in the form attached hereto.

An appropriate vote follows.

VOTED: That the Director is hereby authorized to enter into a memorandum of understanding with the Prudential Project Advisory Committee in substantially the form as attached.

